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Attorneys for the Defendant

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

MURPHY C. GANT,)	No. 2:05-CV-00920 WBS DAD
)	
Plaintiff,)	
)	
v.)	STIPULATION OF SETTLEMENT;
)	WAIVER; DISMISSAL
JOHN E. POTTER, Postmaster)	
General,)	
)	
Defendant.)	

1. Plaintiff MURPHY C. GANT (hereinafter "plaintiff") filed this action against the Postmaster General (hereinafter "defendant"), citing 42 U.S.C. § 12101 et seq., the Americans with Disabilities Act (while defendant noted his view that the ADA is inapplicable to the federal employer and that any claim of handicap discrimination should be brought pursuant to the Rehabilitation Act of 1973 (29 U.S.C. § 794)) alleging discrimination in failure to hire on account of a handicap, as more fully described in the Complaint filed on or about May 5, 2005.

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1 2. Defendant agrees to pay Plaintiff \$2,500.00 (two
2 thousand five hundred dollars). No employer or employee
3 contributions to any benefit or retirement program shall be made
4 by the parties. The payment set forth above is the entire
5 monetary amount due to plaintiff from defendant. There shall be
6 no withholding from this amount, although it is understood
7 between the parties that this payment may be subject to taxation
8 and will be reported to the Internal Revenue Service. Plaintiff
9 will be solely responsible for any penalties assessed against him
10 and will indemnify and hold harmless defendant for any penalties
11 assessed against defendant as a result of defendant's tax
12 treatment of the settlement payment, whatever that might be.
13 This amount includes attorney's fees, expert witness fees, and
14 all other costs or expenses, which amounts will be paid out of
15 the sum stated and not in addition to it.

16 3. This Settlement Agreement shall not constitute an
17 admission of liability, fault or discrimination on the part of
18 defendant, the United States, its agencies, agents, or employees
19 and former employees, and is entered into by both parties only
20 for the purpose of compromising disputed claims and avoiding the
21 expenses and risks of continued litigation.

22 4. This settlement is in full settlement and satisfaction
23 of any and all existing and future claims of any kind whatsoever,
24 known or unknown, which plaintiff or his children, estate, heirs,
25 successors or assigns may now have or hereafter acquire against
26 the defendant, the United States of America, its agencies,
27 agents, employees and former employees, individually and/or in

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1 their official capacities, as a result of any matter contained
2 within the Complaint on file in this action.

3 Plaintiff and his children, estate, heirs, successors or
4 assigns further agree to reimburse, indemnify, defend and hold
5 harmless the defendant, the United States, its agencies, agents,
6 and employees and former employees, individually and/or in their
7 official capacities, from any and all such claims incident to or
8 resulting from further litigation or the prosecution by plaintiff
9 or his children, estate, heirs, successors or assigns against any
10 third party, or against the defendant, the United States, its
11 agencies, agents, and employees and former employees,
12 individually and/or in their official capacities.

13 5. In consideration for payment of the amount specified in
14 paragraph 2 above, plaintiff agrees, represents and warrants that
15 this is a full and final release applying to all known, unknown
16 and unanticipated injuries, disabilities, damages or claims of
17 any kind arising in any manner out of the allegations contained
18 in the Complaint on file in this action. Plaintiff understands
19 that he may have suffered damages or have claims that are unknown
20 to him at present. Plaintiff acknowledges that the sum paid in
21 consideration of this settlement is intended to and does release
22 and discharge any claims in regard to such unknown or future
23 damages and claims of any kind arising out of the allegations
24 contained in the Complaint, and he does hereby waive to the
25 fullest extent permissible under law any and all rights under
26 Section 1542 of the California Civil Code, which reads as
27 follows:

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1 A general release does not extend to claims which the
2 creditor does not know or suspect to exist in his favor
3 at the time of executing the release, which if known by
4 him must have materially affected his settlement with
5 the debtor.

6 In connection with such waiver and relinquishment, plaintiff
7 acknowledges that he is aware that he may hereafter discover
8 claims and damages presently unknown or unsuspected, or facts in
9 addition to or different from those which he now knows or
10 believes to be true, with respect to the matters released herein.
11 Nevertheless, it is the intention of plaintiff through this
12 release, and with the advice of counsel, fully, finally and
13 forever to settle and release all such matters and claims
14 relative thereto to the extent those claims arising out of the
15 allegations contained in the Complaint on file in this action.

16 6. Plaintiff represents and warrants that, other than
17 claims and liens for attorney's fees, he is the sole and lawful
18 owner of all rights, title and interests in and to every claim
19 and other matter which he purports to release herein, and that he
20 has not heretofore assigned or transferred, or purported or
21 attempted to assign or transfer to any person or entity any
22 claims or other matters herein released. Plaintiff shall
23 indemnify the United States of America and its agencies, agents,
24 employees and former employees, named and unnamed, against, and
25 defend and hold harmless from, any claims arising out of or
26 relating to any such assignment or transfer of any claims or
27 other matters released herein.

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1 7. Payment of the settlement amount will be made by a
2 check drawn on the United States Post Office. The check shall be
3 made payable to "LAW OFFICES OF LEO DONAHUE AND MURPHY C. GANT"
4 for the amount stated in paragraph 2. The check will be
5 requested by and received by the United States Attorney's Office,
6 and mailed to plaintiff's attorney at the following address: Leo
7 F. Donahue, Inc., 11344 Coloma Road, Suite 160, Gold River,
8 California, 95670. The check will be mailed within a reasonable
9 time after filing of the Order resulting from this agreement.

10 8. This Settlement Agreement contains the entire agreement
11 between the parties hereto, and plaintiff acknowledges and agrees
12 that no promise or representation not contained in this
13 Settlement Agreement has been made to him, and he acknowledges
14 and represents that this Settlement Agreement contains the entire
15 understanding between the parties, and contains all terms and
16 conditions pertaining to the compromise and settlement of the
17 disputes referenced herein. This Settlement Agreement is
18 executed without reliance upon any representation by defendant as
19 to tax consequences, and plaintiff is responsible for the payment
20 of all taxes that may be associated with the settlement payment.

21 9. The terms of this Settlement Agreement are binding on
22 the parties, but do not give rise to any separate cause of
23 action. In the event of a dispute between the parties regarding
24 a matter that arises under this Settlement Agreement, the sole
25 remedies of the parties shall be to seek relief through an order
26 from this Court. The parties hereby stipulate that this Court
27 shall maintain jurisdiction to enforce and interpret the terms of
28 this Settlement Agreement.

10. This Settlement Agreement and the provisions contained herein shall not be construed or interpreted for or against any party hereto because that party drafted or caused that party's legal representative to draft any of its provisions.

11. Plaintiff acknowledges that he has read this Settlement Agreement, that he fully understands his rights, privileges and duties hereunder, and that he enters into this Settlement Agreement freely and voluntarily. Plaintiff further acknowledges that he has had sufficient opportunity to consult with his counsel to explain the terms of this Settlement Agreement and the consequences of signing it.

12. Plaintiff agrees that, in consideration of defendant's agreement to take the steps set forth in paragraph 2, his action may be and hereby is dismissed with prejudice.

Dated: October , 2005 McGREGOR W. SCOTT
UNITED STATES ATTORNEY

JOSEPH E. MALONEY
ASSISTANT UNITED STATES ATTORNEY

Dated: October , 2005

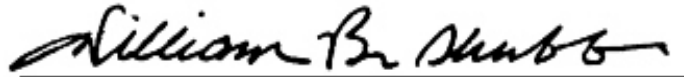
LEO F. DONAHUE
ATTORNEY FOR PLAINTIFF

Dated: October , 2005

MURPHY C. GANT
PLAINTIFF

IT IS SO ORDERED.

Dated: October 18, 2005

A handwritten signature in black ink, reading "William B. Shubb", written over a horizontal line.

WILLIAM B. SHUBB
UNITED STATES DISTRICT JUDGE